

In the Supreme Court of the Hawaiian Islands—In Banco. In Admiralty. July Term, 1887.

G. W. Macfarlane & Co. vs. The Bark "CERASTES."

An Appeal from Decision, Judd C. J. JUDG. C. J., M'CALL, PRESTON and BICKERTON JJ. FORNANDER J. ASSENT.

Opinion of the Court by PRESTON J. This is a suit to recover the sum of \$514.18 for damages alleged to have been sustained by the libellants, who are the owners of certain iron shipped on board the German bark "Cerastes," at Liverpool, for Honolulu, in consequence of such iron having become rusted on the voyage, from alleged improper stowage.

The bill of lading is in the usual form, and contains this exception, "not accountable for *** rust, except from improper stowage."

From the evidence, it appears that about two-thirds of the iron was damaged by rust, and was depreciated in value to the extent of ten per cent as testified by Mr. Kennedy, of the Honolulu Iron Works, and to the extent of three-eighths of a cent per pound, as testified to by other witnesses for the libellants.

There was also evidence on the part of the libellants, tending to show that the rust was caused by the improper stowage of coal, (part of the cargo).

The Chief Justice gave a judgment in favor of the libellants, and assessed the damages at twenty-five per cent upon the value of two-thirds of the iron.

The total value of the iron was \$27.28, and the damages so assessed amount to \$571.25, being more than the libellants claimed.

The master of the vessel, acting for the owners appealed.

The libellants filed a remission of damages beyond \$514.18.

By the COURT:—We are of opinion that there was evidence to support the finding of the Chief Justice, that the injury by rust, to the iron was caused by improper stowage. But we think the amount awarded as damages, was on the evidence excessive.

We adopt the estimate of the libellant's witness, Mr. Kennedy, of ten per cent, and order the amount awarded to be reduced accordingly, to the sum of two hundred and twenty-eight dollars and fifty cents for which sum the libellants may take judgment.

The appellants, having obtained a substantial reduction of the judgment on the appeal are entitled to the costs thereof, which are ordered to be paid by the libellants.

F. M. Hatch for libellants; Paul Neumann for the vessel.

Honolulu, Sept. 15, 1887.

In the Supreme Court of the Hawaiian Islands—In Banco. July Term, 1887.

WENNER & Co. vs. THOS. LINDSAY.

An Appeal from decision of Bickerton J., sitting as the Intermediary Court on the Island of Oahu.

BEFORE JUDG. C. J., M'CALL J., PRESTON J. AND BICKERTON J., FORNANDER J. ASSENT.

Opinion of the Court by PRESTON J. This is an action of replevin for a diamond ring valued at \$200, and was originally brought in the Police Court Honolulu, when judgment was rendered for the defendant.

The plaintiff appealed to a Justice of the Supreme Court, and the appeal was heard by Bickerton J., who affirmed the decision of the Court below, holding that "McLaughlin had the right and authority to dispose of, and sell the ring in question." The plaintiff appealed from this decision on the ground that such finding was erroneous and on other points involved in the findings of the said Justice.

It appears from the testimony of A. Wenner, one of the plaintiffs, that one J. T. McLaughlin, came to the plaintiffs' shop and told plaintiff that he had a customer for plaintiff—and could sell the ring in question for \$300—that plaintiff gave the ring to McLaughlin and told him to bring \$300. In a few days McLaughlin came and said the ring was sold and he would get the money in a few days, he called several times and said the money was all right. McLaughlin was to return the ring in a few days—had he brought plaintiff the \$300—he, the plaintiff, would not have made any enquiry about it.

The defendant, who is a watchmaker and jeweller, in Honolulu, purchased the ring from McLaughlin, in good faith, and exposed it for sale in his window, where it was seen and demanded by plaintiff.

At the hearing before us it was contended that McLaughlin was merely a bailee of the ring for the plaintiff and had no power to dispose of it to the defendant, or that at most he was a special agent for the plaintiff to sell the ring at a certain price and that the defendant was bound to ascertain the terms of the agency or take the risk of having the sale avoided by the plaintiff—that the mere possession of the ring and sale thereof, gave no title to the defendant as against the true owner.

We are of opinion that although a person entrusted simply with the possession of personal property, with no power to sell or pass title, cannot give title to the property even to a bona fide purchaser for value. Yet we agree with the learned Judge, who heard the case on appeal, that McLaughlin had the right and authority to sell the ring in question, and therefore confirm his decision.

The appeal is dismissed with costs. W. A. Kinney for plaintiff; Ashford & Ashford for defendant.

Honolulu, August 22d, 1887.

Stanley has been heard from. He was proceeding up the Aruwimi on July 12th.

Stockton, Cal., has a boom, intensified by a project, in the hands of San Francisco capitalists, for building a ship canal to the ocean.

New Advertisements.

NOTICE TO IMPORTERS

C. BREWER & Co.'s

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THE FINE

American Bark "MARTHA DAVIS" will

Load from NEW YORK and

BOSTON, TO SAIL OCTOBER 1st,

If Sufficient Inducement Offers;

For further particulars inquire of

C. BREWER & Co., Limited,

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JOHN A. SPEAR,

WATCHMAKER & JEWELER

CAN BE FOUND AT J. HUBASH'S

Fort Street, next to the Shooting Gallery, until the McInerney Building is completed.

The Stock of Jewelry will be Offered for the Next 90 Days at 10 per cent. Less than Cost.

KUKUI JEWELRY

Of New Designs constantly on hand, and made to order.

All kinds of Repairing Neatly and Promptly Done. Watches Repaired.

ALL WORK GUARANTEED.

ENGRAVINGS OF ALL KINDS,

DONE IN FIRST CLASS STYLE. (1175 3m)

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THE FIRMS OF

Chas. Gray & Co., & T. W. Rawlins

Engaged in the Manufacture of Soap, have consolidated and will hereafter carry on the business under the firm name of

HAWAIIAN

Soap Manufacturing Company

At the premises formerly occupied at Lele,

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Honolulu, Oct. 1, 1886. 1138 1y

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Of the Best and Latest Style. All Goods guaranteed.

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Always on hand. Island orders solicited.

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Metropolitan Market

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G. J. WALLER, Prop.

Choicest Meats

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Finest Herds.

FAMILIES AND SHIPPING

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Aetna Fire Insurance Company,

—OF HARTFORD—

Union Fire and Marine Ins. Co.

—OF SAN FRANCISCO— 1y

Insurance Notices.

Equitable Life Assurance Society

OF THE UNITED STATES.

STRONG! JUST! LIBERAL! POPULAR!

For Financial Strength Read the Society's Annual Statement for the Year Ending December 31, 1886:

Surplus on New York Standard.....\$20,495,175 76
Premium Income.....16,272,154 62

For its Justness, Examine the Record of Death Claims Paid in 1886:

Total Claims Paid in 1886.....\$4,895,272 00 100 Per Cent.
Of which amount.....\$685 Per Cent. was paid upon the VERY DAY Proofs of Death were Received.

FOR LIBERALITY, READ THE SOCIETY'S POLICY CONTRACT:

The Equitable, is the pioneer in most of the important reforms. The first to issue incontestable Policies. The first to make such Policies payable immediately, instead of after months of delay. The first to apply the Tontine Principle to Life assurance, etc., etc.

The Free Tontine Return Premium Policy—contains all of the latest advantages and guarantees:

1st—No restrictions whatever upon travel, residence or occupation after one year.

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3d—Non-forfeitable after three years.

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New business in 1880.....\$3,170,805 00 New business in 1883.....\$81,129,756 00
New business in 1881.....46,189,096 00 New business in 1884.....\$4,877,087 00
New business in 1882.....69,232,279 00 New business in 1885.....96,011,378 00

New Business in 1886.....\$111,540,203 00!

Send your age at nearest birthday and get an estimate of Cash results from

Alex. J. Cartwright,

General Agent for Hawaiian Islands.

HAMBURG—MAGDEBURG

Fire Insurance Company,

—OF HAMBURG—

BUILDINGS, MERCHANDISE, FURNITURE and Machinery Insured against Fire on the most favorable terms.

A. JAEGER, Agent for the Hawaiian Islands.

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Insurance Company

OF HARTFORD, CONNECTICUT.

CASH ASSETS JAN 1ST, 1884 : : \$1,411,894.41

Takes risks against Loss or Damage by Fire on Buildings, Merchandise, Machinery and Furniture on favorable terms.

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GERMAN LLOYD

Marine Insurance Company,

—OF BERLIN—

FORTUNA

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—OF BERLIN—

The above Insurance Companies have established a General Agency here, and the undersigned, General Agents, are authorized to take

Risks against the Dangers of the Seas at the Most Reasonable Rates, and on the Most Favorable Terms.

1181 1y F. A. SCHAEFER & CO., General Agents.

PRUSSIAN NATIONAL

INSURANCE COMPANY,

—OF STETTIN—

[ESTABLISHED - - 1845.]

Capital : : Reichsmarks 9,000,000.

The undersigned having been appointed agent of the above Company for the Hawaiian Islands is prepared to accept risks against Fire on Buildings, Furniture, Merchandise, Produce, Sugar Mills, &c., on the most favorable terms. LOSSES PROMPTLY ADJUSTED AND PAYABLE HERE.

H. RIEMENSCHNEIDER, Agent.

At Wilder & Co's.

Northern Assurance Company.

[ESTABLISHED 1836.]

Accumulated Funds : : £3,000,000

The agent of this Company in Honolulu has received instructions to

Reduce the Rates of Life Insurance

In this country to a minimum rate, without any extra premium for residence in the Hawaiian Islands.

Among the principal advantages attaching to a Life Policy in the "NORTHERN," attention is specially drawn to the following:

SURRENDER VALUES of Lapsed Policies are held at the disposal of the Assured for Six Years.

IMMEDIATE PAYMENT of Claims, without deduction of discount.

ABOLITION of restrictions on Foreign Travel and Residence.

THEO. H. DAVIES, AGENT.

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LIFE, FIRE AND MARINE

Insurance Agents

—AGENTS FOR THE—

New England Mutual Life Ins. Co.

—OF BOSTON—

Aetna Fire Insurance Company,

—OF HARTFORD—

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—OF SAN FRANCISCO— 1y

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AGENTS for the Hawaiian Islands, C. BREWER & CO.

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AGENTS for the Hawaiian Islands, C. BREWER & CO.

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Fire Insurance Company.

The undersigned having been appointed Agents of the above Company, are prepared to insure risks against fire on Stone and Brick Buildings, and on Merchandise stored therein, on the most favorable terms. For particulars apply at the office of F. A. SCHAEFER & CO. 1132 1y

WASHINGTON

FIRE AND MARINE INSURANCE CO.,

OF BOSTON, MASSACHUSETTS.

Cash Assets Jan. 1st, 1884 : : \$1,595,550.34.

Takes Risks against Loss or Damage by Fire on Buildings, Merchandise, Machinery and Furniture on favorable terms.

A. JAEGER, Agent for the Hawaiian Islands.

GENERAL INSURANCE COMPANY

For Sea, River & Land Transport

—OF DRESDEN—

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Risks against the Danger of the Seas

—AT THE—

Most Reasonable Rates, and on the Most Favorable Terms.

F. A. SCHAEFER & CO.

1130 1y Agent for the Hawaiian Islands.

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The Agent for the British Foreign Marine Insurance Company (Limited) has received instructions to Reduce the Rates of Insurance between Honolulu and Ports in the Pacific, and is now prepared to issue Policies at the lowest rates, with a special reduction on freight on steamers.

THOS. H. DAVIES, Agent.

1142 1y Agent Brit. For. Mar. Ins. Co., Limited.

Mutual Life Insurance Company,

—OF NEW YORK—

ASSETS DEC. 31st, 1884, : : \$103,876,178.51

Policies issued on the Life, Term Life and Endowment Plan.

S. C. WILDER, Agent.

NORTH BRITISH AND MERCANTILE

Insurance Company

—OF—

LONDON AND EDINBURGH

ESTABLISHED 1809.

RESOURCES OF THE COMPANY AS AT DEC. 31, 1886:

1—Authorized Capital.....£3,000,000

2—Subscribed ".....2,300,000

3—Paid up ".....625,000

4—Fire Fund and Reserves as at 31st December, 1885.....1,696,458

5—Life and Annuity Funds.....4,292,488

6—Revenue Fire Branch.....1,238,333

7—Revenue Life & Annuity Branches 550,671

ED. HOFFSCHLAGER & CO.,

1181 1y Agents for the Hawaiian Islands.

The Liverpool & London & Globe

INSURANCE CO.

ASSETS : : \$31,161,000

NET INCOME : : \$9,000,000

CLAIMS PAID : : \$88,714,000

Have established an agency in Honolulu for the Hawaiian Islands, and the undersigned are prepared to write risks against

FIRE ON BUILDINGS,

MERCHANDISE & DWELLINGS

On favorable terms. Dwelling Risks a Specialty. Detached dwellings and contents insured for a period of three years, for two premiums in advance. Losses promptly adjusted and payable here.

BISHOP & CO.

TRANS - - ATLANTIC

Fire Insurance Company,

—OF HAMBURG—

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Capital their Re-insurance Companies.....1,101,650,000

Total.....Reichsmarks 43,830,000

The undersigned, General Agents of the above three companies for the Hawaiian Islands, are prepared to insure Buildings, Furniture, Merchandise and Produce, Machinery, &c., also Sugar and Rice Mills, and vessels in the harbor, against loss or damage by fire on the most favorable terms.

H. HACKFELD & CO.

1147 1y

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HORSE SHOES!

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GROCERIES

Cases 1/2-Gal. Gherkins,

Cases Clam Chowder,

Cases Fish Chowder,

Cases Tomato Ketchup,

Cases Clams, Cs. Mackerel,

Tar, Pitch,

LIGHT HAND CARTS!

Cotton Duck,

Common Wood Seat Chairs,

Gunny Bags,

Rubber Hose,

Flax Packing,

Canned Lobsters.

C. BREWER & CO.

QUEEN STREET.

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SADDLE & HARNESS